was enacted. *Washington* v. *Eden* (1916), 92 Wash. 1. In Utah a very stringent statute made the possession of liquor unlawful and further abolished all property rights therein. This statute was held constitutional. *Utah* v. *Meek* (1918) — Utah —, L. R. A. 1918 E, 943. The court said that the tendency of modern legislation, and the purpose of the act, was against the consumption of liquor; and, if the legislature deemed it necessary to enforce the statute they were not going beyond their powers, citing *Mugler* v. *Kansas* (1887), 123 U. S. 623, and the *Crane case, supra.* It is submitted that the view taken by the Utah Court is the correct one. If the legislature think it an administrative necessity to the proper enforcement of and the prevention of evasion of the prohibitory laws now designed to protect the community against the evils attending the excessive consumption of liquor, it is constitutionally within their power to destroy property rights in liquor and make possession thereof a crime. Such extreme steps probably would not have been countenanced when the view pertained that the best government was that which governed least, but to-day the tendency is toward regulation. The Supreme Court has upheld a law forbidding possession of game during the closed season, though the game in question had been imported from Russia, on the ground that without such prohibition or restriction any law for the protection of domestic game could successfully be evaded. *Silz* v. *Hesterberg* (1906), 211 U. S. 31.

LOGS AND LOGGING—CONTRACT FOR SALE OF STANDING TIMBER WITH DEFINITE TIME FOR REMOVAL.—Plaintiff was the owner of timber under a deed, but failed to remove the same within the time specified therein. Defendant in possession of the land was sued for conversion of the timber. *Held,* that plaintiff remained entitled after the expiration of the time limit but having lost his right to immediate possession at the moment of conversion, the action could not be maintained. *Long et al.* v. *Nadawah Lumber Company* (Ala., 1918), 81 So. 25.

The question of the rights of parties under so-called "timber contracts" after the lapse of a reasonable or stipulated time for removal has resulted in an abundance of conflicting decisions. The general theory controlling is indicated in the case of *Green* v. *Bennett,* 23 Mich. 464, where the court concluded that if the instrument purports to make an absolute conveyance, provision for removal within a certain time is a covenant and title remains in the vendee, who may sue the vendor if the latter converts the trees; but where the provision is a condition, the title revests on breach. Some difficulty may be experienced in determining whether or not the provision was intended to operate as a condition or a covenant. Having once determined this, the courts are generally agreed that if the covenant be conditional, title will revert. The difficulty arises where there is a prima facie conveyance in fee. Alabama, as held in the instant case, is committed to the position there taken as regards the disposition of the title. *Ward* v. *Moore,* 180 Ala. 403; *Goodson* v. *Stewart,* 46 So. 239; *Magnetic Oil Co.* v. *Marbury Lumber Co.,* 104 Ala. 465. Other jurisdictions in accord with this principle are, New Jersey, *Irons* v. *Webb,* 41 N. J. Law 203; Indiana, *Halstead* v. *Jessup,* 150 Ind. 85.

Probably the weight of authority is with the view that such stipulations can only be considered as conditions, *Young* v. *Cowan* (Ark.), 204 S. W. 312; *Bennett* v. *Vinton Lumber Co.*, 28 Pa. Sup. Ct. 495; *Hartley* v. *Neaves*, 117 Va. 219; also reported and annotated in 1 Va. L. Reg. n. s. 25. Nor is a provision for reversion necessary at least in Texas, see *Adams* v. *Fidelity Lumber Co.*, 201 S. W. 1034 and Georgia, *Allison* v. *Wall*, 121 Ga. 822. The absence of such provision was held to prevent a reversion where no time was fixed in *Watt* v. *Baldwin*, 60 Mich. 622. There is little ground for quarreling with those courts which hold to the theory of reversion. Their decisions may work a hardship on the holder of the timber rights but any other would equally distress the owner of the land. The former is responsible for his own predicament. To hold him entitled to harass and embarrass the landowner indefinitely by threatened trespasses or legal proceedings would in the balance outweigh the undoubtedly self-imposed hardship to the vendee. The instant case is an illustration of the resuscitation of common law technicalities to ease the burden of deciding a hard case. The result is such as no sane person would contemplate at the time of contracting. In *Halstead* v. *Jessup*, *supra*, under similar circumstances, the court assuming the title to be in the vendee, allowed him to recover from the landowner in conversion for refusing him permission to enter, cut and remove the timber. It is submitted that the courts asserting the Alabama view must go the whole way as did the Indiana court in *Halstead* v. *Jessup*. Litigants are no longer satisfied with the determination of some nice point of law arising in their case, leaving the substantial question at issue and the equitable rights of the parties unsettled.

SALES—FAILURE TO DELIVER—EXCUSE—CONSTRUCTION OF CONTRACT.—Defendant sold wheat to plaintiff, contracting to deliver it "at" a certain public warehouse by a stated time. Before this time defendant took the grain to the warehouse, but as it was full it was impossible for him to store it there. This impossibility continued through the time in which delivery was to be made, and upon defendant declaring that he was relieved of his contract, plaintiff sued for damages. *Held*, (TOLMAN, J., dissenting), the impossibility did not relieve the defendant. *Farmers' Grain & Supply Co.* v. *Lemley* (Wash., 1919), 178 Pac. 640.

With the exception of a few well known, and fairly well defined, classes of cases, the rule as generally laid down in the older cases and by the text writers is that an intervening impossibility will not relieve the promisor on his agreement. 2 BENJAMIN ON SALES, 748-753; 2 PARSONS ON CONTRACTS (2d. Ed.) 823. See *supra*, p. —; *Isaccson* v. *Starrett*, 56 Wash. 18; *Stees* v. *Leonard*, 20 Minn. 494. However, the courts are today tending to relax this very stringent rule, relieving the promisor when it appears "that the contingency which makes the contract impossible of performance is such that the parties to the contract, had they actually contemplated it, would probably have regarded it as so obviously terminating the obligation as not to require expression." 1 COL. L. R. 533; *Clarksville Land Co.* v. *Harriman*, 68 N. H. 374. See comprehensive annotation thoroughly reviewing the cases in L. R. A. 1916 F, 10. But no matter how this rule may be considered, it should be